

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-15-66960

HUD# 07-15-0283-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

FORE WINDSOR POINTE APARTMENTS, LP [OWNER]

1741 Village Center Circle

Las Vegas, Nevada 89134-6303

FORE PROPERTY COMPANY [PROPERTY MGT. CO.]

1741 Village Center Circle

Las Vegas, Nevada 89134-6303

CASSIE KROUGH [PROPERTY MANAGER]

Windsor Pointe Apartments

3815 Tripp Street (Office)

Ames, Iowa 50014-5201

COMPLAINANT

RICHARD SOMMER

3811 Tripp Street Apartment 1

Ames, Iowa 50014-5206

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents' delay in providing a decision on his request to add a gate to his patio fence as a reasonable modification was tantamount to a denial of said request and is a violation of federal and state fair housing laws, which has resulted in different terms and conditions of rental based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 84-unit apartment complex, located at 3815 Tripp Street Ames, Iowa 50014-5201.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

## Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation because of a person's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).
3. Respondents acknowledge the Federal Fair Housing Act (FHA) and the ICRA make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act); Iowa Code § 216.8A(3)(a)(1).
4. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to permit reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. 42 U.S.C. § 3604(f)(3)(A); Iowa Code § 216.8A(3)(c)(1).

## Voluntary and Full Settlement

5. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

#### Disclosure

8. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

#### Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Posters

10. Within 30 days of the execution of this Settlement Agreement, Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in the subject property's management office in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can

be obtained online at:

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Sp.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf)

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, verifying the fair housing posters have been posted. Respondents agree to send such documentation within ten (10) days of displaying the posters.

#### Relief for Complainant

11. Respondents agree to approve Complainant's modification request to have a gate with security lock installed in the fence of his rear patio. The parties agree Respondents will pay 50% of the cost of the gate and security lock and Complainant will pay 50% of the cost per the \$1,013.50 estimate by the Door and Fence Store (ie. contractor) at the time payment is due. The parties agree that this estimate is subject to potential increase or decrease based upon scope of work and actual time and materials expended by the contractor; the parties agree that they will pay the above percentages of the final cost should it differ from the estimate. Complainant shall provide payment of his 50% portion of installation costs within ten (10) days of demand; this 50% portion shall be added to Complainant's account ledger at Windsor Pointe Apartments as "additional rent owed" in the event Complainant fails to provide payment. Respondents shall not be deemed to be in non-compliance with this Agreement in the event Complainant fails to provide payment.

12. The intended pathway from the concrete sidewalk through Complainant's rear patio entranceway shall be reasonably maintained by Respondents' maintenance personnel so as to allow Complainant's motorized scooter access to the patio. Reasonable maintenance would include snow and debris removal, and the removal of excess dog feces. Complainant is to notify Respondents in the event any maintenance is needed. Complainant shall provide Respondents with a key to the security lock so as to allow Respondents access to the rear patio entranceway for purposes of providing reasonable maintenance.

13. The parties agree that the installation of the gate is to be completed within thirty (30) days after execution of this Agreement, and that Respondents will request contractor to initiate installation immediately after execution of this Agreement. Respondents shall not be held responsible or deemed to be in non-compliance with this Agreement should installation not be completed within the above time frame due to contractor delay or other associated delays outside Respondents' control. Respondents will report any such delays to ICRC and Complainant within three (3) business days of

discovering same. Respondents will provide written documentation to ICRC within ten (10) days of completion of the modification.

14. Complainant agrees to remain solely responsible for the costs of any additional requested modifications to the dwelling, the rear patio area, or rear landscaping as a result of or relating to the installation of the gate. If additional modifications to the dwelling, the rear patio area, or rear landscaping are required by applicable law – including, but not limited to, local ordinances, building or zoning codes – as a result of or relating to the installation of Complainant’s gate, Complainant shall indemnify the Respondents for its costs incurred to obtain compliance with said law. If additional modifications to the dwelling, the rear patio area, or rear landscaping are required by applicable law as a result of or relating to the installation of Complainant’s gate, Respondents shall notify ICRC in writing within seven (7) days of discovering the need for same and shall advise the ICRC as to the nature of the modification, the cost, and the expected date of completion.

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Fore Windsor Pointe Apartments, LP, RESPONDENT

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Date

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Fore Property Company, RESPONDENT

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Date

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Cassie Krough, RESPONDENT

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Date

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Richard Sommer, COMPLAINANT

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Date

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Don Grove, ACTING EXECUTIVE DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION